



Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 616-6811

www.pbcgov.com/purchasing



**Palm Beach County
Board of County
Commissioners**

Mack Bernard, Mayor

Dave Kerner, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

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Mary Lou Berger

Melissa McKinlay

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

November 6, 2019

Sent Via U.S. Mail/Email
sean@pittman-law.com

Sean Pittman, Attorney
Pittman Law Group, P.L.
1028 East Park Avenue
Tallahassee, FL 32301

RE: Contract No. 500625R/MW for State Lobbyist Services for Issues
Relates to Areas of Economic Concern

Dear Mr. Pittman:

Enclosed find one (1) original fully executed Third Amendment to the
Contract referenced above.

In order to facilitate payment please be advised of the following:

1. You will receive a hard copy of a Contract Delivery Order with a
KDO Number in the upper right hand corner of the document.
This unique number must be referenced on your invoice(s) when
you submit invoices for payment.
2. **ALL ORIGINAL** invoices must be sent to:
PALM BEACH COUNTY
FINANCE DEPT.
P.O.BOX 4036
WEST PALM BEACH, FL 33402-4036

You may send copies of invoices to the respective County
Department.
3. Invoices submitted on carbon paper will not be accepted.
4. You must ensure that the following information included on your
contract must be exactly the same as it appears in the County's
Vendor Self Service system:
 - ✓ Vendor's Legal Name
 - ✓ Vendor's Address
 - ✓ FEIN Number

Contract No. 500625R/MW
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Please let us know if you have any questions. Thank you for doing business with Palm Beach County.

Sincerely,



Lisa Inkell
Buyer

li:im

Enclosure(s)

cc: file

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**THIRD AMENDMENT
TO CONTRACT FOR
STATE LOBBYIST SERVICES FOR
ISSUES RELATED TO AREAS OF ECONOMIC CONCERN
(Contract No. 500625R/MW)**

THIS THIRD AMENDMENT, dated November 5, 2019, to Contract No. 500625R/MW, dated February 27, 2017, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY", and Pittman Law Group, P.L., located at 1028 East Park Avenue, Tallahassee, FL 32301, a limited liability company authorized to do business in the State of Florida, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the parties have entered into that certain Contract dated February 27, 2017, hereinafter referred to as the "Contract", whereby the CONSULTANT has agreed to provide State Lobbyist Services for issues related to areas of economic concern to the Legislative Affairs Department; and

WHEREAS, the First Amendment to the Contract, dated January 5, 2018, amended ARTICLE 3 - SCHEDULE to exercise the first option for renewal for the period February 21, 2018, through February 20, 2019, and amended ARTICLE 4 - PAYMENTS TO CONSULTANT, paragraph A, to increase the authorized not-to-exceed total contract amount by Thirty-Five Thousand Dollars and no cents (\$35,000.00) and paragraph B to address changes regarding the submittal and verification of invoices for payment for work performed under this Contract; and

WHEREAS, the Second Amendment to the Contract, dated October 29, 2018, amended ARTICLE 3 - SCHEDULE to exercise the second option for renewal for the period February 21, 2019, through February 20, 2020, and amended ARTICLE 4 - PAYMENTS TO CONSULTANT, paragraph A, to increase the authorized not-to-exceed total contract amount by Thirty-Five Thousand Dollars and no cents (\$35,000.00), and added ARTICLE 28 - SCRUTINIZED COMPANIES in order to comply with the requirements of F.S. 287.135 prohibiting the COUNTY from contracting with a company placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and

WHEREAS, the parties desire to exercise the third option for renewal of the Contract for the period February 21, 2020, through February 20, 2021; and

WHEREAS, the parties desire to modify ARTICLE 4 - PAYMENTS TO CONSULTANT, paragraph A, to increase the authorized not-to-exceed total contract amount by Thirty-Five Thousand Dollars and no cents (\$35,000.00); and

WHEREAS, the parties desire to modify ARTICLE 13 - INSURANCE REQUIREMENTS to address changes to the method by which the CONSULTANT shall provide evidence of insurance coverage.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONSULTANT agree as follows:

1. ARTICLE 3 - SCHEDULE is hereby amended to read as follows:

“The CONSULTANT shall commence services on February 21, 2017, and complete all services by February 20, 2021, with one (1) one (1) year options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.”

2. ARTICLE 4 - PAYMENTS TO CONSULTANT, paragraph A, is hereby amended to read as follows:

“A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of One Hundred Forty Thousand Dollars and no cents (\$140,000.00), comprised of Thirty-Five Thousand Dollars and no cents (\$35,000.00) for the period February 21, 2017, through February 20, 2018; Thirty-Five Thousand Dollars and no cents (\$35,000.00) for the period February 21, 2018, through February 20, 2019; Thirty-Five Thousand Dollars and no cents (\$35,000.00) for the period February 21, 2019, through February 20, 2020; and Thirty-Five Thousand Dollars and no cents (\$35,000.00) for the period February 21, 2020, through February 20, 2021.

The CONSULTANT shall notify the COUNTY’s representative, in writing, when ninety percent (90%) of the “not-to-exceed amount” has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B, Appendix A, Price Submittal Page, for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.”

3. ARTICLE 13 - INSURANCE REQUIREMENTS is hereby amended as follows:

a. The first two paragraphs are hereby amended to read as follows:

“Prior to execution of this Contract, the CONSULTANT shall provide evidence of the following minimum required insurance coverage and limits (i.e., a Certificate of Insurance) to COUNTY, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Lisa Inkell, Buyer, until otherwise notified by the COUNTY.

The CONSULTANT shall maintain at its sole expense, in full force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY’s review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract. CONSULTANT agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage shall apply on a primary basis.”

b. Paragraph G is hereby amended to read as follows:

“G. Certificates of Insurance: Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the CONSULTANT shall deliver to the COUNTY a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days’ endeavor to notify due to cancellation (10 days’ for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415”

4. All other provisions of said Contract, dated February 27, 2017, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
5. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this THIRD AMENDMENT shall not take effect until executed by the CONSULTANT and COUNTY.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONSULTANT have executed this Third Amendment to the Contract on the day and year above written.


PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY KATHLEEN M. SCARLETT
DIRECTOR OF PURCHASING

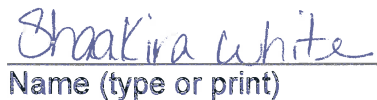

Kathleen M. Scarlett, Director

WITNESSES:


Signature


Name (type or print)


Signature


Name (type or print)

CONSULTANT:

Pittman Law Group, P.L
Company Name

BY: 
Signature

Sean Pittman
Typed Name

Attorney & Managing Partner
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By 
County Attorney